

CLARK HILL PLC
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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Chapter 11
)	Case No. 05-44481 (RDD)
DELPHI CORPORATION, <i>et al.</i> ,)	(Jointly Administered)
)	
Debtors.)	
_____)	

**OBJECTION OF MASTER AUTOMATIC, INC.
TO NOTICE OF ASSUMPTION AND ASSIGNMENT AND CURE AMOUNT OF
EXECUTORY CONTRACT OR UNEXPIRED LEASE TO BUYERS IN CONNECTION
WITH SALE OF STEERING AND HALFSHAFT BUSINESS**

Master Automatic, Inc. (“Master Automatic”), respectfully states as follows:

1. The above-captioned Debtors (collectively, as applicable, the “Debtor”) have issued an undated *Notice of Assumption and Assignment and Cure Amount of Executory Contract or Unexpired Lease to Buyers in Connection with Sale of Steering and Halfshaft Business* (the “Cure Notice”). The Cure Notice identifies a Long Term Contract between Delphi Corporation LLC acting through its Delphi Saginaw Steering Systems and Master Automatic, with a term of January 28, 2004 – December 31, 2011 (the “Long Term Contract”) to be assumed. The Cure Notice indicates that a cure amount of \$0.00 is owed to Master Automatic under the Long Term Contract.

2. Master Automatic hereby objects to the Cure Notice because Master Automatic is unable to identify the Long Term Contract to be assumed. Similarly, Master Automatic is unable to determine whether the referenced Long Term Contract has been altered or amended by agreement of the parties. Therefore, Master Automatic further objects to the assumption of the referenced Long Term Contract if the Long Term Contract is not being assumed specifically as amended or altered by agreement of the parties.

3. Because Master Automatic is unable to identify the Long Term Contract to be assumed, it is also unable to determine whether pre-petition or post-petition amounts are owed by the Debtor under the Long Term Contract. Accordingly, Master Automatic reserves the right to supplement this objection if it discovers that pre-petition or post-petition amounts are owed to Master Automatic by the Debtor.

4. Master Automatic reserves the right to amend or supplement this Objection as additional facts are learned.

Dated: April 11, 2008

Respectfully submitted,

CLARK HILL PLC

/s/ Robert D. Gordon

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